



PRIZM OPTICS

EMPLOYMENT CONTRACT

FOR

JULIANA STOTHARD

PRIVATE & CONFIDENTIAL

1 August 2022

Juliana Stothard
Present

Dear **Juliana**,

On behalf of **PRIZM OPTICS PTE. LTD.** (UEN No.: 201903543C), (the "**Company**"), we are pleased to offer you, (the "**Employee**") a position as **Manager** effective 1 August 2022 on the following terms and conditions this letter (this "**Contract**"). Throughout this Contract, all references to the masculine gender include the feminine gender.

1. POSITION, RESPONSIBILITIES AND DURATION

1.1 Position

The **Company** hereby employs **Employee** as **Manager** and **Employee** accepts such employment, in each case on the terms and subject to the conditions set forth in this **Contract**. During the term of his employment, **Employee** shall perform the duties and exercise the powers which the board of directors of the **Company** (the "**Board**") may from time to time assign to him.

1.2 Responsibilities

Employee's general responsibilities will include such duties associated and related to operating Prizm Optics Pte Ltd.

1.3 Probation

Employee is exempted from serving a probationary period.

1.4 Hours of Work

The **Company's** operating hours are Monday to Friday, from 9.00am to 6.00pm. The **Company** adopts a forty (40) hour work week. Although the Company adopts a 40 hour work week, **Employee** is granted flexible work hours as long as work is completed.

2. COMPENSATION

In consideration for his services under this **Contract**, **Employee** shall be compensated by the **Company** as follows:

2.1 Base Salary.

2.1.1. **Employee** will be paid a monthly basic salary of S\$ 1,500.00

2.1.2. **Employee** is solely responsible for his tax liabilities resulting from any payments and/or salary made by the **Company** to him.

2.1.3. The Standard current prevailing Central Provident Fund ("**CPF**") rate as set out by the Singapore CPF Board shall apply to Singaporeans and Singapore Permanent Residents.

2.2 Reimbursement

During the term of employment, **Employee** shall be entitled to receive reimbursement of all **pre-approved** business expenses reasonably incurred or paid by him in direct connection with his duties hereunder, in an amount consistent with the policies and budgets established by the **Company**. Employee is required to submit claim(s) using the appropriate claim form supported with official receipts. Failure to produce official receipts, will result in a rejection of the reimbursement.

2.3 Annual Leave

2.3.1 **Employee** shall be entitled to seven (7) working days of paid annual leave. Leave shall be pro-rated according to calendar year and service completion (on an earned basis).

2.3.2 All annual leave should be taken within the same calendar year. **Employee** may carry forward a maximum of five (5) days of unconsumed annual leave to the next calendar year, that is to be consumed by the first half of that year, failing which, it will be forfeited.

2.3.3 The **Company** has a policy of “non-encashment of unconsumed annual leave”.

2.4 Sick and Hospitalization Leave

2.4.1 **Employee** shall be entitled to fourteen (14) days of paid sick leave and forty six (46) days of hospitalization leave per calendar year.

2.4.2 **Employee** is obliged to produce, without demand, a medical certificate on all cases of absence from work due to medical reasons.

2.5 No Other Compensation

Other than as expressly set out in this **Contract**, **Employee** shall not be entitled to receive any other compensation or benefits from the **Company**, unless otherwise agreed upon between **Employee** and the **Board** for special projects.

3. CONFIDENTIALITY AND NON-SOLICITATION

3.1 **Employee** shall neither during the term of his employment (except in the proper performance of duties) nor at any time (without limit) after the termination of this Contract, directly or indirectly:

use or attempt to use for his own purposes or those of any other person, company, business entity or other organisation whatsoever; or

disclose or cause to be disclosed to any person, company, business entity or other organisation whatsoever;

any trade secrets or Confidential Information relating or belonging to the **Company** or any of its associated companies including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, product lines, prototypes, services, research activities, source codes and computer systems, software, any document marked “Confidential” (or with a similar expression), or any

information which **Employee** has been told is confidential or which **Employee** might reasonably expect the **Company** would regard as confidential, or any information which has been given to the **Company** or any associated company in confidence by customers, suppliers and other persons.

Employee must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any third party, representative of the press, television, radio or other media on any matter connected with or relating to the **Company** or any of its associated companies, without the prior written consent of the **Company**.

- 3.2 **Employee** shall not for a period of twelve (12) months immediately following the date of termination of **Employee**'s employment, whether on his own behalf of, or in conjunction with or on behalf of any other person, company, business entity or other organisation, (and whether as an employee, director, principal, agent, consultant or in any other capacity whatsoever), directly or indirectly (a) employ, or (b) assist in employing, or (c) entice away from the **Company** any employee, director, principal, agent or consultant of the **Company**.

4. **TERMINATION OF EMPLOYMENT**

4.1 Termination without Cause.

4.1.1 The **Company** and **Employee** may terminate this **Contract**, by giving the other party one (1) month's notice in writing.

4.1.2 Payment in cash of the equivalent notice period, in lieu of such notice, is strictly subject to Management's approval.

4.2 Termination with Cause

4.2.1 The **Company** may terminate **Employee**'s employment under this **Contract** at any time, with Cause, immediately upon giving written notice of termination to **Employee**, without further delay or payment. For the purpose of this Clause 4.2, "Cause" shall mean any event or circumstance which, pursuant to applicable law, constitutes a serious reason for dismissal, without either notice or payment in lieu of notice, including, without limitation, the occurrence of any one of the following acts or events, by or relating to **Employee**:

- (a) Habitual insobriety, being intoxicated while performing duties or any drug use by **Employee**;
- (b) Theft, fraud or embezzlement from the **Company** or any other material act of dishonesty;
- (c) Conviction of a criminal offense (other than traffic violations and minor misdemeanors);
- (d) Any material breach of this Agreement not cured within ten (10) days after written notice thereof (provided however that no notice shall be given in the event of a breach, by **Employee**, of any of the restrictive covenants which are set forth in this Agreement);
- (e) Any failure by **Employee** to follow the reasonable and lawful directions of the CEO/Board; and
- (f) Behavior of **Employee** causing harm or damage to the **Company**'s public

image or relations with the authorities or relations with investors,shareholders and external stakeholders.

4.3 Restrictive Covenants

4.3.1 Upon termination, **Employee** shall not (without the prior consent in writing of the **Company**), for a period of twelve (12) months immediately following the date of termination of his employment:

(a) research into the development, manufacture, supply or marketing of any product which is of the same or similar type to any product researched, or developed, or manufactured, or supplied, or marketed by the **Company** immediately preceding the date of termination of **Employee's** employment; or

(b) the development or provision of any services (including but not limited to technical and product support, or consultancy or customer services) which are of the same or similar type to any services provided by the **Company** preceding the date of termination of **Employee's** employment.

PROVIDED ALWAYS that the provisions of this clause 4.3.1 shall apply only in respect of products and/or services with which **Employee** was either personally concerned or for which he was responsible whilst employed by the **Company** preceding the date of termination of **Employee's** employment.

4.4 Incapacity

Employee's employment under this **Contract** shall terminate automatically upon **Employee's** death without further delay or payment. Base Salary, Bonus and any additional payments should be pro-rated to **Employee's** Estate.

4.5 Limitation Upon Obligation

Except for the obligations set forth in this clause 4, upon termination of **Employee's** employment for any reason, the **Company** shall have no further obligations to **Employee**.

5 **MISCELLANEOUS**

5.1 Governing Law

This **Contract** shall be governed by and construed in accordance with the laws of the Republic of Singapore. The parties hereby agree that any dispute which may arise between them arising out of or in connection with this **Contract** shall be adjudicated before a court located in Singapore and they hereby submit to the exclusive jurisdiction of the courts in Singapore with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Contract** or any acts or omissions relating to the transactions contemplated hereby, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in clause 5.4 hereof or such other address as any party hereto shall furnish in writing to the other party hereto.

5.2 Headings

The headings of this **Contract** are inserted for reference only and shall not affect the construction of this **Contract**.

5.3 Amendments

This **Contract** may not be amended or modified otherwise than by a written agreement executed by the **Company** and **Employee**.

5.4 Severability

The invalidity or unenforceability of any provision of this **Contract** shall not affect the validity or enforceability of any other provision of this **Contract**.

5.5 Waiver

Employee's or the **Company's** failure to insist upon strict compliance with any provision hereof shall not be deemed to be a waiver of such provision or any other provision hereof. Any such waiver by the **Company** shall not be effective unless approved by the **Board**.

5.6 Benefits, Assignment

This **Contract** shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, distributees and legal representative. Nothing in this **Contract**, express or implied, is intended to confer upon any other person or entity any rights or remedies of any nature whatsoever under or by reason of this **Contract**. This **Contract**, being personal in nature insofar as **Employee** is concerned, cannot be assigned by **Employee**.

5.7 Survival

The undertakings of **Employee** set forth in clause 3 of this **Contract** shall survive the expiration or termination of this **Contract** (irrespective of the reason for such expiration or termination).

6. GOVERNING LAW

This **Contract** shall be governed by and construed in accordance with the laws of the Republic of Singapore.

Thank you.

Yours Sincerely,

On behalf of the Board of Directors, Prizm Optics Pte Ltd.

A handwritten signature in blue ink, appearing to read 'J. Stokland', is written over a horizontal line.

Acceptance page.

I, Juliana Stothard, am agreeable and accepting of the terms and contents of this **Contract** and to be hired as **Manager, effective 1 August 2022.**

A handwritten signature in blue ink, reading "J Stothard". The signature is written in a cursive style with a large initial "J" and a stylized "Stothard".

